

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 46
2. Contract No.		3. Solicitation No. DAAA09-03-R-0082		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003MAR13	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ JMC AMSJM-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2003APR14 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JOE MIGIEL E-mail address: MIGIELJ@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3476
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMC MC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Waterlviet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
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(End of clause)

(AS7000)

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Name of Offeror or Contractor:		

A-5	52.252-4500	FULL TEXT CLAUSES	SEP/1997
	OSC		

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).

2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aaais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

1. THIS REQUIREMENT IS FOR THE FOLLOWING QUANTITIES OF BOMB BODIES:

CLIN	ITEM	PART NUMBER	NSN	QUANTITY
0001	MK82	1380545	1325-00-585-3841	38,506 EA.
0002	BDU-50	923AS651	1325-01-212-3982	29,979 EA.
0003	MK83	2841464	1325-00-104-7268	9,889 EA.
0004	MK84-4	923AS105	1325-01-008-1335	6,280 EA.
0005	MK84-6	923AS521	1325-01-074-5693	1,270 EA.
0006	BDU-56	923AS236	1325-01-376-4400	7,505 EA.
0007	BDU-45	923AS116	1325-01-138-3856	1,020 EA.

2. YOUR PROPOSAL IS SOLICITED BASED UPON THE DELIVERY SCHEDULE DELINEATED HEREIN, FOB DESTINATION (MCALESTER AAP). THERE IS A 150% EVALUATED OPTION FOR FY2004 AND A 150% EVALUATED OPTION FOR FY2005. FIRST ARTICLE TESTING IS NOT REQUIRED. HOWEVER, AT THE GOVERNMENT'S OPTION AND AS CIRCUMSTANCES WARRANT, FIRST ARTICLE TESTING MAY BE REQUIRED PRIOR TO ACCEPTANCE OF ANY OR ALL BOMB BODY TYPES, FOR WHICH AN ADJUSTMENT TO PRICE AND SCHEDULE WILL BE NEGOTIATED.

3. NEGOTIATION OF PRICES WILL INVOLVE ALPHA PRICING TECHNIQUES, WITH PARTICIPATION BY AND INPUT FROM DCM DALLAS AND DCAA RICHARDSON. THE CONTRACTOR IS REQUESTED TO FURNISH HIS INITIAL PROPOSAL TO THESE AGENCIES AS WELL AS TO HQ JMC BY THE DUE DATE SPECIFIED FOR CLOSING OF THIS RFP.

4. PRIOR TO AWARD, THE CONTRACTOR WILL FURNISH AN ACCEPTABLE "SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN".

5. THE REQUIREMENTS SOLICITED BY THIS REQUEST FOR PROPOSAL ARE RESTRICTED TO DATRON CORP., INTERCONTINENTAL MANUFACTURING CO., GARLAND, TX, PURSUANT TO 10 USC.2304 (C)(1) AND FAR 6.302-1. THE APPLICABLE JUSTIFICATION AND APPROVAL WAS SIGNED ON JANUARY 8, 2003.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BODY BOMB MK82 FSCM: 30003 PART NR: 1380545 SECURITY CLASS: Unclassified</p>	38506	EA	\$ _____	\$ _____
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BODY BOMB MK82 PRON: R13B0R10M2 PRON AMD: 05 AMS CD: 41500684036 CUSTOMER ORDER NO: N3172A03MP04749</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ2122A757 W90Y61 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 25,104 30-AUG-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p>				
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MK82-1 BOMB BODY PRON: UG3B0U82M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317372</p> <p><u>Packaging and Marking</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52PlJ2351A754 W90Y61 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 211 30-NOV-2003				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
	<u>PRODUCTION QUANTITY</u> NOUN: MK82-1 BOMB BODY PRON: R13B0F13M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: N0001903MP04793				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52PlJ3038A751 W90Y61 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1,694 30-AUG-2004				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
0001AD	<u>PRODUCTION QUANTITY</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<p>NOUN: MK82 BOMB BODY PRON: UG3B0U94M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317374</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ3038A753 W90Y61 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 204 30-AUG-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p>				
	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MK82 BOMB BODY PRON: R12B1R07M2 PRON AMD: 02 AMS CD: 41500684045 CUSTOMER ORDER NO: N3172A02MPA2006</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ3055A759 W90Y61 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 50 30-JUN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MK82 BOMB BODY PRON: R12B1F80M2 PRON AMD: 01 AMS CD: 41500684045 CUSTOMER ORDER NO: N3172A02MPA2011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ30551763 W90Y61 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 248 30-JUN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p>				
0001AG	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MK82 BOMB BODY PRON: R13B0F12M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: N0001903MP03528</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ3049A751 W90Y61 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 10,995 30-OCT-2004</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>PRON: U12B1U16M2PRON AMD: 01</div> <div>AMS CD: 41500684045</div> <div>CUSTOMER ORDER NO: FD20200216824</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u></div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W52PlJ3055A767 W90Y61 M 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 3,170 30-AUG-2004</div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(W90Y61) SR W390 MCALESTER ARMY AMMO PLANT</div> <div>ARMY PA FUNDED ACCT</div> <div>1 C TREE RD</div> <div>MCALESTER OK 74501-9002</div>				
0003	<div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: BODY BOMB MK83</div> <div>FSCM: 10001</div> <div>PART NR: DL2841464</div> <div>SECURITY CLASS: Unclassified</div>	9889	EA	\$ _____	\$ _____
0003AA	<div><u>PRODUCTION QUANTITY</u></div> <div>CLIN CONTRACT TYPE:</div> <div>Firm-Fixed-Price</div> <div>NOUN: BODY BOMB MK83</div> <div>PRON: R13B0R05M2PRON AMD: 03</div> <div>AMS CD: 41500684036</div> <div>CUSTOMER ORDER NO: N0001903MP04729</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u></div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	001 W52P1J2121A774 W90Y61 M 3 <div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div> <div>0019,26431-OCT-2004</div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</div>				
	<u>PRODUCTION QUANTITY</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BOMB BODY MK83 PRON: U13B0U32M2 PRON AMD: 03 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317329 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div> <div>001 W52P1J2121A778 W90Y61 M 3</div> <div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div> <div>00162530-AUG-2004</div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</div>				
0004	<u>PRODUCTION QUANTITY</u> NOUN: BOMB BODY MK84-4 FSCM: 30003 PART NR: DL923AS105 SECURITY CLASS: Unclassified	6280	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BOMB BODY MK84-4 PRON: U13B0U36M2 PRON AMD: 03 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317328</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PlJ2122A761 W90Y61 M 3 DEL REL CD QUANTITY DEL DATE 001 5,352 30-OCT-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p>				
0004AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MK84-4 BOMB BODY PRON: UG3B0U83M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317339</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PlJ3038A759 W90Y61 M 3 DEL REL CD QUANTITY DEL DATE 001 408 30-OCT-2004</p> <p>FOB POINT: Destination</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MK84-4 BOMB BODY PRON: UG3B0U84M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317337</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ3038A760 W90Y61 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 79 30-OCT-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</p>				
0004AD	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MK84-4 BOMB BODY PRON: UG3B0U91M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200317376</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	<div> <div> <div>REL CD</div> <div>MILSTRIP</div> <div>ADDR</div> <div>SIG CD</div> <div>MARK FOR</div> <div>TP CD</div> </div> <div> <div>001</div> <div>W52PJ3038A754</div> <div>W90Y61</div> <div>M</div> <div></div> <div>3</div> </div> </div> <div> <div>DEL REL CD</div> <div>QUANTITY</div> <div>DEL DATE</div> </div> <div> <div>001</div> <div>11</div> <div>30-AUG-2004</div> </div> <div> <div>FOB POINT: Destination</div> </div> <div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(W90Y61) SR W390 MCALESTER ARMY AMMO PLANT</div> <div>ARMY PA FUNDED ACCT</div> <div>1 C TREE RD</div> <div>MCALESTER OK 74501-9002</div> </div> <div> <div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: MK84-4 BOMB BODY</div> <div>PRON: UG3B0U93M2 PRON AMD: 01</div> <div>AMS CD: 41500684036</div> <div>CUSTOMER ORDER NO: FD20200317373</div> </div> <div> <div><u>Packaging and Marking</u></div> </div> <div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> </div> <div> <div><u>Deliveries or Performance</u></div> <div>DOC SUPPL</div> <div> <div>REL CD</div> <div>MILSTRIP</div> <div>ADDR</div> <div>SIG CD</div> <div>MARK FOR</div> <div>TP CD</div> </div> <div> <div>001</div> <div>W52PJ3038A758</div> <div>W90Y61</div> <div>M</div> <div></div> <div>3</div> </div> </div> <div> <div>DEL REL CD</div> <div>QUANTITY</div> <div>DEL DATE</div> </div> <div> <div>001</div> <div>103</div> <div>30-OCT-2004</div> </div> <div> <div>FOB POINT: Destination</div> </div> <div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(W90Y61) SR W390 MCALESTER ARMY AMMO PLANT</div> <div>ARMY PA FUNDED ACCT</div> <div>1 C TREE RD</div> <div>MCALESTER OK 74501-9002</div> </div>				
0004AF	<div> <div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: MK84-4 BOMB BODY</div> <div>PRON: U12B1K13M2 PRON AMD: 02</div> <div>AMS CD: 41500684045</div> <div>CUSTOMER ORDER NO: FD20200213027</div> </div> <div> <div><u>Packaging and Marking</u></div> </div>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W52P1J3055A751 W90Y61 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 93 30-OCT-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
	<u>PRODUCTION QUANTITY</u> NOUN: MK84-4 BOMB BODY PRON: U12B1U18M2 PRON AMD: 01 AMS CD: 41500684045 CUSTOMER ORDER NO: FD20200216820 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W52P1J3053A757 W90Y61 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 234 30-OCT-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
	<u>PRODUCTION QUANTITY</u>	1270	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	<div>NOUN: BOMB BODY MK84-6 FSCM: 30003 PART NR: 923AS521 SECURITY CLASS: Unclassified</div> <div>PRODUCTION QUANTITY</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BOMB BODY MK84-6 PRON: R13B0R15M2PRON AMD: 04 AMS CD: 41500684036 CUSTOMER ORDER NO: N0001903MP04879</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PLJ2269A752 W90Y61 M 3 DEL REL CD QUANTITY DEL DATE 001 1,210 30-AUG-2004</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</div>				
0005AB	<div>NOUN: MK84-6 BOMB BODY PRON: R12B1K13M2PRON AMD: 01 AMS CD: 41500684045 CUSTOMER ORDER NO: N3172A02MPA2007</div> <div>PRODUCTION QUANTITY</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	001 W52PlJ3055A755 W90Y61 M 3 <div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div> <div>0016030-OCT-2004</div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTEROK 74501-9002</div>	7505	EA	\$	\$
	<div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: BOMB BODY BDU-56 W/O PLMBG FSCM: 19200 PART NR: MK84INERT SECURITY CLASS: Unclassified</div>				
0006AA	<div><u>PRODUCTION QUANTITY</u></div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: BOMB BODY BDU-56 W/O PLMBG PRON: U13B0U29M2PRON AMD: 04</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DOC SUPPL <div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div>001 W52PlJ2122A754 W90Y61 M 3</div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div>0016,68730-OCT-2004</div></div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTEROK 74501-9002</div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0082 MOD/AMD	Page 17 of 46
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	<u>PRODUCTION QUANTITY</u> NOUN: BDU-56 BOMB BODY PRON: U12B1U34M2 PRON AMD: 01 AMS CD: 41500684045 CUSTOMER ORDER NO: FD20200216823 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ3053A755 W90Y61 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 818 30-OCT-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002				
0007	<u>PRODUCTION QUANTITY</u> NOUN: BDU-45 BOMB BODY FSCM: 30003 PART NR: 923AS116 SECURITY CLASS: Unclassified	1020	EA	\$ _____	\$ _____
0007AA	<u>PRODUCTION QUANTITY</u> NOUN: BDU-45 BOMB BODY PRON: R12B1R06M2 PRON AMD: 02 AMS CD: 41500684045 CUSTOMER ORDER NO: N3172A02MPA2002 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	<div><div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>001</div><div>W52PJ3056A751</div><div>W90Y61</div><div>M</div><div></div><div>3</div></div></div><div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>989</div><div>30-JUL-2004</div></div></div></div>				
	<div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</div> <div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: BDU-45 BOMB BODY PRON: R12B1H38M2 PRON AMD: 01 AMS CD: 41500684045 CUSTOMER ORDER NO: N3172A02MPA2019</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u><div><div>DOC</div><div>SUPPL</div></div><div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>001</div><div>W52PJ3056A754</div><div>W90Y61</div><div>M</div><div></div><div>3</div></div></div><div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>31</div><div>30-AUG-2004</div></div></div></div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y61) SR W390 MCALESTER ARMY AMMO PLANT ARMY PA FUNDED ACCT 1 C TREE RD MCALESTER OK 74501-9002</div>				
0008	<div><u>DATA ITEM</u></div> <div>SECURITY CLASS: Unclassified</div> <div>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List</div>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(DD Form 1423), Exhibit A. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination				

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For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-2	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications, Automated Data Lists (ADLs)and revisions of documents thereon, are applicable to this procurement.

- MK82: ADL 1380545, Rev. G, dated 08-29-02.
- BDU-50: ADL 923AS651, Rev. L, dated 12-18-02.
- MK83: ADL 2841464, Rev. J, dated 08-28-02.
- MK84-4: ADL 923AS105, Rev. H, dated 08-28-02.
- MK84-6: ADL 923AS521, Rev. A, dated 12-19-02.
- BDU-56: ADL 923AS236, Rev. E, dated 09-05-02.
- BDU-45: ADL 923AS116, Rev. 1, dated 8/2/99, with Change Notices.

THE TECHNICAL DATA HAS BEEN REVIEWED FOR THE USE OF CLASS I OZONE DELETING CHEMICALS (ODC). WITH THE INCLUSION OF THE ODC SECTION IN THE ADL, THE SUBJECT PROCUREMENT DATA PACKAGES (PDPS) ARE CONSIDERED TO BE CERTIFIED AND DO NOT CONTAIN ANY REQUIREMENTS TO UTILIZE CLASS I OZONE DEPLETING CHEMICALS.

GOVERNMENT SPECIFICATIONS AND STANDARDS LISTED IN THE ADLS MAY BE OBTAINED FROM THE STANDARDIZATION DOCUMENTS ORDER DESK, BUILDING 4D, 700 ROBBINS AVENUE, PHILADELPHIA, PA 19111-5094. INDUSTRY ASSOCIATION SPECIFICATIONS AND STANDARDS MAY BE OBTAINED FROM THE APPLICABLE ASSOCIATIONS.

(CS6100)

C-3	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with

MK82: ADL 1380545, REV. G, DATED 29 AUG 2002.

BDU-50: ADL 923AS651, REV. L, DATED 18 DEC 2002.

MK83: ADL 2841464, REV. J, DATED 28 AUG 2002.

MK84-4: ADL 923AS105, REV. H, DATED 28 AUG 2002.

MK84-6: ADL 923AS521, REV. A, DATED 19 DEC 2002.

BDU-56: ADL 923AS236, REV. E, DATED 5 JUN 2002.

BDU-45: ADL 923AS116, REV. L, DATED 2 AUG 1999.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with N/A. BAR CODE MARKING IS NOT REQUIRED.

EXCEPTION: BOMBS SHIPPED BY RAIL OR BY TRUCK SHALL BE SHIPPED IN A HORIZONTAL POSITION. ADEQUATE BLOCKING AND BRACING MUST BE UTILIZED TO ASSURE BOMB BODIES DO NOT SHIFT, TILT, OR CHANGE POSITION WITHIN THE CARRIER WHICH WOULD BE DANGEROUS TO PERSONNEL UNLOADING THE CARRIER OR DAMAGING TO THE BOMB BODIES.

(End of clause)

(DS6303)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ISO 9002
- () ISO 9001:2000; only design/development exclusions permitted
- () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-4	52.245-4537 OSC	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	FEB/2002
ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)		(FEBRUARY 2002)	

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0082 MOD/AMD</p>	<p style="text-align: center;">Page 24 of 46</p>
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Name of Offeror or Contractor:

documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

e. Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

4. Items that fail to be accepted by the applicable NSIGS may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

5. The Government shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIGs.

6. Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (NSWC), Corona Division. Repair is at no cost to the Contractor unless repair is required due to damage to the gages resulting from Contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to NSWC Corona Division, ATTN: Receiving Officer, Building 575, Gage Laboratory, 1999 Fourth Street, Norco, CA 92860-1915. The following specifications are applicable:

- (i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"
- (ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

Para.
g.2
applies SEE ATTACHMENT 009 "GOVERNMENT FURNISHED NAVY SPECIAL INTERFACE GAGES".

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(End of Clause)

(ES6032)

E-5 52.246-4506 STATISTICAL PROCESS CONTROL (SPC) MAY/1994
OSC

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor will request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon

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approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-6	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely

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eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-7	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-4531 OSC	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(End of Clause)

(FS7240)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
U.S. Army Operations Support Command
ATTN: AMSJM-CCA-M / J. Migiel
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Operations Support Command
ATTN: AMSJM-CDB
Rock Island, IL 61299-6000

3. Configuration Manager

Commander
Naval Air Warfare Center Weapons Division
575 I Ave., Suite 1
Attn: Code 332200E (J. Winfrey)
Point Mugu, CA 93042-5049

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-2	242-1107(B) DFARS	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS - AMMO (NAVY SPECIAL)	JUN/1996
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b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the

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first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

1. Purchasing Office:

U.S. Army Industrial Operations Command
ATTN: AMSJM-CCA-M / J. Migiel
Rock Island, IL 61299-6000

2. Administration Office:

See Award Document

3. Production Manager:

U.S. Army Industrial Operations Command
ATTN: AMSJM-CDB
Rock Island, IL 61299-6000

4. Additional Distribution (As Indicated):

() a. Navy Ships Parts Control Center
ATTN: Code 852
P.O. Box 2020
Mechanicsburg, PA 17055-0788

() b. Commanding Officer
Naval Weapons Support Center
ATTN: Code PM4
Crane, IN 47500-5000

() c. Commanding Officer
Naval Air Systems Command
ATTN: AIR-11411
Washington, DC 20361-1140

() d. Commander
Naval Special Warfare Command
ATTN: N9, NAB Coronado
San Diego, CA 92155-5037

(X) e. Commander
Naval Air Warfare Center Weapons Division
575 I Ave., Suite 1
ATTN: Code 332200 (J. Winfrey)
Point Mugu, CA 93042-5049

(X) f. Commander
McAlester Army Ammunition Plant
1 C-Tree Road
ATTN: Brad Rutledge / SJMMC-LO
McAlester, OK 74501

(End of Clause)

(HA6027)

H-3 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA
DFARS

MAY/2002

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

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ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	
TOTAL			
		(End of Clause)	
(HA7502)			
H-4	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
***		(End of clause)	
(HA7503)			
H-5	245.7310-1 DFARS	DEMILITARIZATION	JUL/1996

When demilitarization of property is required, whther on or off contractor or Government premises, the invitation must include the following clause:

(a) DEMILITARIZATION.

Item(s) -1- require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay theses excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor

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shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of Clause)

(HA7800)

H-6	5101.602-2	AVAILABILITY OF FUNDS	OCT/2001
	AFARS		

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of Clause)

(HD7006)

H-7	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	OSC		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-19	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-26	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-27	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-28	52.232-1	PAYMENTS	APR/1984
I-29	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-34	52.232-25	PROMPT PAYMENT	MAY/2001
I-35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-36	52.233-1	DISPUTES	JUL/2002
I-37	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-38	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-39	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-40	52.242-13	BANKRUPTCY	JUL/1995
I-41	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-42	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-43	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-44	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-45	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-46	52.248-1	VALUE ENGINEERING	FEB/2000
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-48	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-51	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		

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I-52	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-53	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-54	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-55	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-56	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-57	252.217-7000 DFARS	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I (DEC 1991)	DEC/1991
I-58	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-59	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-60	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-61	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-62	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-63	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-64	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-65	252.232-7002 DFARS	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-66	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-67	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-68	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-69	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-70	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 thru 0007 inclusive by a quantity of up to and including but not exceeding 150% for FY04 and 150% for FY05 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 thru 0007 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 360 days after award of CLINs 0001 thru 0007 for FY04 quantities and 360 days after exercise of the option for CLINs 0009 thru 0015 (FY04 quantities) for FY0005 quantities (CLINs 0016 thru 0022) by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option (F.O.B. Destination, McAlester AAP)	FY04	FY05
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MK82	0009	\$	0016	\$
BDU-50	0010	\$	0017	\$
MK83	0011	\$	0018	\$
MK84-4	0012	\$	0019	\$
MK84-6	0013	\$	0020	\$
BDU-56	0014	\$	0021	\$
BDU-45	0015	\$	0022	\$

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-71	52.243-7	NOTIFICATION OF CHANGES	JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with 45 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-72	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1,095 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250

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Name of Offeror or Contractor:

(and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-73 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-74 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process

Name of Offeror or Contractor:

is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-75	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
***	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-76	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
***	OSC		

(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD1423 CONTRACT DATA REQUIREMENTS LIST	05-FEB-03	005	
Attachment 001	DOCUMENT SUMMARY LIST		002	
Attachment 002	DATA DELIVERY DESCRIPTION - ECP		009	
Attachment 003	DATA DELIVERY DESCRIPTION - NOR		002	
Attachment 004	DATA DELIVERY DESCRIPTION - RFD		004	
Attachment 005	ADDRESS CODE DESTRIUTION		001	
Attachment 006	GUIDANCE		002	
Attachment 007	INSTRUCTIONS FOR COMPLETING DD1423		001	
Attachment 008	LIST OF ADDRESSES		001	
Attachment 009	GOVERNMENT FURNISHED NAVY SPECIAL INTERFACE GAGES		004	
Attachment 010	FORM 715-3 / DEFENSE PRIORTY AND ALLOCATION SYSTEM		002	
Attachment 011	STD FORM LLL / DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 012	GOVT CONCEPT OF OPERATIONS FOR ELECTRONIC COMMERCE		021	
Attachment 013	INCREASE YOUR PROFITS THROUGH USE OF VALUE ENGINEERING		001	
Attachment 014	LISTING OF GOVERNMENT OWNED EQUIPMENT TO BE USED FOR PRODUCTION	01-APR-00	002	
Attachment 015	TECHNICAL DATA (MAILED)		1CD	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993 (insert SIC code).			
(2) The small business size standard is 1,500.			

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____

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Name of Offeror or Contractor:

_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-5 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ____ is a women-owned business concern.

(End of provision)

(KF7022)

K-6 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(End of provision)

(KF7003)

K-7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of

Name of Offeror or Contractor:

offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()
are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()
has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-8 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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(End of provision)

(KF7035)

K-9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

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Name of Offeror or Contractor:

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-11	52.226-2	HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION	MAY/2001
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(b) Representation. The offeror represents that it

_____ is _____ is not a historically black college or University

_____ is _____ is not a Minority Institution.

(End of provision)

(KF7023)

K-12	52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	JUN/2000
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I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:_____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:_____

Name and Address of Cognizant ACO or Federal Official Where Filed:_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

()(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0082 MOD/AMD</p>	<p style="text-align: center;">Page 43 of 46</p>
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() (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

(KF7190)

K-13	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
	DFARS		

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation.

(End of Provision)
(LF6008)

L-7	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Procuring Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-8	52.211-4510 AMC	PARTNERING	AUG/2001
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***The principal government representatives for this effort will be

Mary S. Adams, Procuring Contracting Officer

Joseph Migiel, Contract Specialist

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Randy Stec, Quality Assurance Specialist

Phil Guzman, Administrative Contracting Officer

(End of Provision)

(LM6100)

L-9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-10 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-11 15.403-5 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION MAY/2002
OTHER THAN COST OR PRICING DATA

(a) Cost or Pricing Data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 - Alternate I along with your proposal.

(b) The Cost or Pricing Data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5" floppy disks, "ZIP" drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using "PK Zip" or "WinZip", to expediate upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ Microsoft Excel, or a compatible software, you need not submit digital media.

(End of provision)

(LF7014)

L-12 15.407-2 MAKE OR BUY PROGRAM SEP/1995

(End of Provision)

(LF7016)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

•

* * *

(End of provision)

(MA7700)